

STATE OF UTAH

**SOLICITATION NO. AR10023**

Dugout Flat Lop & Scatter

RESPONSES ARE DUE PRIOR TO:

Aug 27, 2009 10:00:00 AM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:www.bidsync.comRESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid AR10023 Dugout Flat Lop & Scatter

Bid Number AR10023
Bid Title Dugout Flat Lop & Scatter

Bid Start Date Aug 13, 2009 4:20:40 PM MDT
Bid End Date Aug 27, 2009 10:00:00 AM MDT
Question & Answer End Date Aug 24, 2009 7:00:00 AM MDT

Bid Contact Adrian Ruger
Purchasing Agent
State of Utah
801-538-3146
aruger@utah.gov

Contract Duration One Time Purchase
Contract Renewal Not Applicable
Prices Good for 30 days

Bid Comments Supplier will be required to complete contract performance stated herein, regardless of any other work load, including similar state projects awarded to the supplier.

All questions must be asked in writing in BydSync. Questions asked in any other format will not be answered.

Item Response Form

Item AR10023-1-01 - Dugout Flat Lop & Scatter
Quantity 1543 acre
Unit Price
Delivery Location State of Utah
Department of Natural Resources (Price)
319 North Carbonville Rd STE A
Price UT 84501
Qty 1543

Description

Provide all labor, materials and equipment to perform lop & scatter at the Dugout Flat area per the terms and conditions, including the scope of work (including 2 maps), contained herein. Project start date is September 1, 2009. All work must be completed by November 15, 2009. This is a firm completion date that must be met, regardless of contractors other obligations, including any similar state contracts.



State of Utah Invitation to Bid

Legal Company Name (include d/b/a if applicable) 		Federal Tax Identification Number 		State of Utah Sales Tax ID Number 	
Ordering Address 		City 		State 	Zip Code
Remittance Address (if different from ordering address)		City 		State 	Zip Code
Type: ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government		Company Contact Person 			
Telephone Number (include area code) 	Fax Number (include area code) 	Email Address 			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) ttt		Days Required for Delivery After Receipt of Order (see attached for any required minimums) ttt			
Brand/Trade Name 		Price Guarantee Period (see attached specifications for any required minimums)			
Minimum Order 		Company's Internet Web Address 			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 					
Offeror=s Authorized Representative=s Signature 			Date 		
Type or Print Name 			Position or Title 		

INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE BID: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) www.bidsync.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via BidSync. (b) Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (d) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (e) Facsimile transmission of bids to DIVISION will not be considered.

2. BID PREPARATION: (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

6. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. AWARD OF CONTRACT: (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened

publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any or all bids, and it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract (s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (h) Bid tabulations and awards are posted <http://purchasing.utah.gov/vendor/bidtab.html> (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

8. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

10. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

12. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision: 22 October 2008 - ITB Instructions)

STATE OF UTAH | DIVISION OF PURCHASING
3150 State Office Building, Salt Lake City, Utah 84114-1061 Telephone (801) 538-3026, Fax (801) 538-3882

PURCHASE ORDER CONTRACT: TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE CONTRACTOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION THE DIVISION OF PURCHASING OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this Purchase Order are pursuant to the authority set forth in the Utah Procurement Code, 63G-6, Utah Code Annotated (U.C.A.) 1953, as amended, and the Utah State Procurement Rules and Regulations. Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Purchase Order shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Purchase Order or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract for at least four years. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

4.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

4.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5. **CONFLICT OF INTEREST AND PROCUREMENT ETHICS:** The Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, U.C.A., 1953, as amended. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U.C.A., 1953, as amended, to any officer or employee of the State of Utah to secure favorable treatment with respect to being awarded this Purchase Order.

6. **INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising

out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. EQUAL OPPORTUNITY CLAUSE: The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973; or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Contractor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. CANCELLATION OR REVISION: This Purchase Order may be changed, revised or canceled only by the Division of Purchasing giving written notice to the Contractor.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is **11736850-010-STC**. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless sales tax is included as a separate line item on this purchase order.

14. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

15. PUBLIC INFORMATION: Contractor agrees that the Purchase Order, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the Purchase Order, related Sales Orders, Invoices, and the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

16. DELIVERY: Orders must be shipped directly to ordering agency at address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. Destination, Freight Prepaid, unless other shipping instructions are described in this order. **UNLESS INDICATED OTHERWISE, ALL ORDERS MUST BE SHIPPED PROMPTLY (WITHIN 5 WORKING DAYS), UPON RECEIPT OF ORDER.** Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

17. PRICING AND INVOICING: Prices to be paid for item(s) ordered are the prices listed on this Purchase Order, which include all shipping and delivery charges, unless otherwise described on this order. **CONTRACTOR WILL, AFTER DELIVERY, PROMPTLY SUBMIT A CORRECT INVOICE (WITHIN 30 DAYS OF SHIPMENT OR DELIVERY OF SERVICES) TO THE ORDERING AGENCY.** Contractor agrees that the state has a right to adjust or return any invoice that reflects incorrect pricing. The Purchase Order number shall be listed on all invoices, freight tickets, and correspondence relating to the Purchase Order. Unless otherwise specified, payment terms shall be Net 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. Where prompt payment discounts apply, the period for computing a discount shall begin on the date a correct invoice, including any adjustment for

damage or incomplete shipment, is received by the state. Discount will be taken on the total amount of the invoice. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

18. PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

19. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the Contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this Contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Contract; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

20. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

21. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and expressly approved in writing by the State Director of Purchasing. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions, if applicable.

(Revision date: 4 June 2009)

Line

Text (Attach additional sheets if necessary)

Dugout Flat Hand Thinning Pinyon-Juniper**GENERAL**

Introduction: Utah Division of Wildlife Resources (UDWR) in conjunction with the Bureau of Land Management (BLM) is acquiring services in this contract to provide for wildfire hazard reduction and improve wildlife habitat by hand cutting (Lop and Scatter) standing live or dead Pinyon pine and Juniper trees and saplings. The work includes clearing a project area (1960s chaining) totaling about 1,543 acres. Bids should be submitted on a per/acre basis.

Location and Description: The Dugout Flat project area is located on the west side of the Henry Mountains in Garfield county Utah. Elevation ranges from 6,500 ft to 8,000 feet and the project will take place beginning September 2009. Vicinity maps showing sites are attached.

CONTRACTOR FURNISHED PROPERTY AND SERVICES

The Contractor shall furnish all labor, equipment, supervision, transportation, operating supplies and incidentals to perform all work as set forth in the specifications.

Equipment Requirements:

The Contractor shall furnish chainsaws on a fully-operational basis, with competent, fully-qualified operators, and shall meet the following specifications:

1. Must provide a minimum of an 8-man crew.
2. Be capable of cutting live or dead pinyon and juniper trees up to twenty (20) inches in diameter at six (6) inches above ground level on the uphill side.
3. Equipment shall be free of fluid leaks and be in good operating condition.
4. Equipment shall be washed before entering and exiting state lands. All soil and plant parts shall be removed to prevent the spread of noxious weeds in and out of the project area.

GOVERNMENT FURNISHED PROPERTY

There is no Government furnished property.

SITE SPECIFICS**Access to the site:**

- From Hanksville, UT drive west on SR 24 for 27.4 mi to Notom Rd on the south (left) side of the road (this is just before entering Capitol Reef National Park).
- Turn onto the Notom Rd and drive 9.7 miles until the pavement ends.
- Continue another 3.3 miles on the dirt road to the 3-way Sandy Ranch junction.
- Turn east (left) at the junction and drive 1.3 miles to the Sandy Wash.
- Continue another 3.7 miles to a cattle guard.
- Continue driving 3.8 miles to the Sweetwater wash and 3-way junction.
- Turn left (east) and drive 1.3 miles to a junction.
- Stay right (east) and drive 3.5 miles to the Dugout project area Unit 1.

Vegetation: The average density and diameter of trees to be cut are as follows:

Junipers density: ~100 plants/acre diameter: 2.5 inches

Pinyon density: ~50 plants/acre diameter: 2.5 inches

Work Schedule: The work schedule shall be submitted at the pre-work conference.

Cutting: This is a "lop and scatter" contract. Trees less than 20" in diameter within the project boundaries shall be completely severed from the stump(s). No live limbs shall be left on the stump of cut trees. All main branches or stems shall be cut from the trunk of the tree to meet scattering requirements.

Additional treatment specifications:

1. Cut material will be lopped and scattered so that slash height does not exceed 24" above the ground.
2. Cut material left on site shall not exceed 48" in length.
3. Cut material will be spread in ephemeral washes and draws where possible to help reduce erosion.

4. A 75-foot buffer of trees will be left along all roads, unless other wise specified.
5. Live browse species, shall not be cut or damaged.
6. Established roads and trails shall be used whenever possible to minimize damage to patches of sagebrush and other browse plants.
7. Trees identified as bearing trees, or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of the law. Trees with reference tags will be left uncut.

Records and Notification: The Contractor shall maintain adequate records to allow the UDWR to monitor contract progress and for the Contractor to be accountable for work quality. Contractor records shall include: (1) work dates, (2) number of acres completed, (3) location of acres completed (township, range and section), (4) supervisor/inspector name, (5) work quality percentage and (6) supervisor signature and date. Written notice of completed acreage shall be submitted to the Project Manger on a biweekly basis.

PERFORMANCE TIME:

Lop and Scatter:

1,543 acres, (see map): 74 Calendar Days (September 1 – November 15, 2009).

SPECIFIC TASKS

Staff from UDWR will identify unit boundaries for the work executed under the contract. The Contractor shall immediately upon entering the project area, begin work, locate control points, section corners, and take such action to prevent their destruction.

Cutting shall be performed in an organized systematic manner as determined in the pre-work conference.

Environmental Considerations:

1. Project sites shall be cleaned up, and all refuse removed by the Contractor. The Contractor shall be responsible for disposal of materials in a manner consistent with State, Federal and local laws and for all expenses incurred with disposal. Public or private access roads damaged by the Contractor shall be restored at the Contractors expense to the same condition they were in at the commencement of work.
2. Use of 2-wheel and 4-wheel vehicles are only permitted on existing dirt roads, power lines, and fence-lines. All terrain vehicles may be used within the project areas as long as vehicle use does not create visible trails. Off-road driving will be prohibited when soils are wet and rutting may occur.

Hazardous Materials:

1. Use of Hazardous Materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Materials Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Clothing (PPE).
2. On-site disposal of Hazardous Materials or Waste including hydrocarbons is not authorized. On-site disposal will subject the contractor to at least the cost of reclamation and the appropriate disposal of contaminated soil.
3. Incidental (de minimus) leaks from fittings, gaskets or ruptured hoses will not subject the contractor to remedial requirements. They will be considered to be normal and unavoidable losses. Continual leaks will be noted on inspection reports and correction through maintenance required.
4. Maintenance and repair operations that require the draining of engines or hydraulic systems may be conducted on site only if the fluids are captured, containerized, and removed from public lands for proper disposal.

Public Access: Access into and through the project site shall remain open to the public at all times. The Contractor shall maintain roadways free of vehicles, tools and debris.

Security of Equipment and Property: The Contractor may leave equipment at the work site. The Contractor shall be responsible for equipment if it should be lost, stolen or damaged.

Crew Supervision

1. Contractor shall designate one English literate supervisor whom will be on-site during operation hours. Supervisors shall be identified during the pre-work conference. Any changes in supervisory designations must be submitted in writing to the Project manager at least 24 hours prior to the change taking effect.
2. Person designated by the Contractor, as supervisor must remain with and effectively directs the crew by (1) making periodic inspections of the crew's work, (2) advising them as to improper work methods, (3) providing instructions for correcting any improper work methods encountered.

3. Emergency transportation will be provided by the Contractor at all times.

Work Camps: Work camps may be established only in location authorized in advance by the Project Manager in coordination with BLM and UDWR. Should such a camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. Upon vacating a camp and prior to final payment, the Contractor shall remove all refuse and other signs of occupancy to the satisfaction of the Project Manager.

SITE VISIT

A site visit is not scheduled. Suppliers are invited to visit the site on their own by following the directions provided in this statement of work. Any questions regarding this project must be asked in writing in BidSync. Questions asked by any other method will not be answered. Questions asked in BidSync will be answered in BidSync.

CONTRACT TIME

The Contractor shall begin work within seven (7) calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control. The Contractor shall complete all work required within the time specified in the work schedule.

INSPECTION

Surveillance Plan: The UDWR will inspect completed acres for and provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with the contract specifications.

Final Inspection:

1. Location: Meeting shall be held at the project sites, or as determined by the Project Manager
2. Notification: The Contractor shall notify the Project Manager at least three (3) working days before completing date so the UDWR can schedule the final inspection.
3. Deficiencies: The Contractor shall correct deficiencies and project areas will be re-inspected by the Project Manager.

ACCEPTANCE

Based on inspection results, if the quality level falls below contract specifications, the Project Manager will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of work. If the quality of the work is not raised to an acceptable level after written notification, the Project Manager may issue a suspend work order to resolve the problem, during which time contract time will continue to run.

If untreated or unsatisfactorily treated areas are the primary reason for unsatisfactory work, the Contractor shall rework acres designated by the UDWR until satisfactory work quality is obtained.

PAYMENT

Payments will be made for the actual number of acres completed, inspected and accepted by the government as agreed to during the Pre-work Conference. Payment will be made for completed acres only.

Method for Measurement and Payment

The acreage for the purpose of payment is measured on the horizontal plane using GPS/GIS technology

PROJECT MEETINGS

Pre-work Conference

1. Location: Meetings shall be held at the project site, or as determined by the Project Manager
2. Notification: A pre-work conference will be held prior to the start of work. The Contractor will be notified in advance of the meeting time, date and place. The purpose will be to review required work, project drawings and specifications, construction schedules, payroll and payments, and administrative provisions of the contract.
3. Attendance: The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting.
4. Presentation: The Contractor shall be prepared to summarize and explain procedures planned for each project and present the work schedule requested in the specifications.

Progress Meetings

1. Location: Meetings shall be held at the project site, or as determined by the Project Manager
2. Notification: Either the Project Manager or the Contractor may call meetings. Request shall state who should attend.

WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. Work may be done on Saturday, Sunday, and legal national holidays as mutually agreed between the Contractor and the Project Manager.

FIRE DANGER SEASON

If the Project Manager allows the Contractor to continue work during the periods of declared fire danger or season, the Contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the Project Manager

PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

1. The Contractor agrees that should he or any of his employees in the performance of this contract discover evidence of possible scientific, pre-historical, historical, or archeological data he will notify the Project Manager immediately giving the location and nature of the findings.
2. Where appropriate by reason of discovery, the Project Manager may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted.
3. The Contractor agrees to insert this paragraph in all subcontracts, which involve the performance of work on the terrain of the site.

Protection of Cultural Resources

Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470) and the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa-ll) (36 CFR 296.4 and 36 CFR 261.9(g)), shall be identified on the ground by the UDWR. The UDWR may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas by either party shall be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the site is determined.

Contractor shall protect all known and identified historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during Contractor's operations. Contractor shall immediately notify the UDWR if disturbance occurs to any known site, and shall immediately halt operations in the vicinity of the site until the UDWR authorizes the Contractor to proceed. Contractor shall bear costs of evaluation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas except on approved roads, landings, tractor roads or skid trails.

NOTICE TO PROCEED

After the award of the contract, the Project Manager will issue a written notice to proceed to the contractor. Issuance of such notice may be delayed for a reasonable time if adverse soil, vegetative, or climatological conditions exist.

REFERENCE

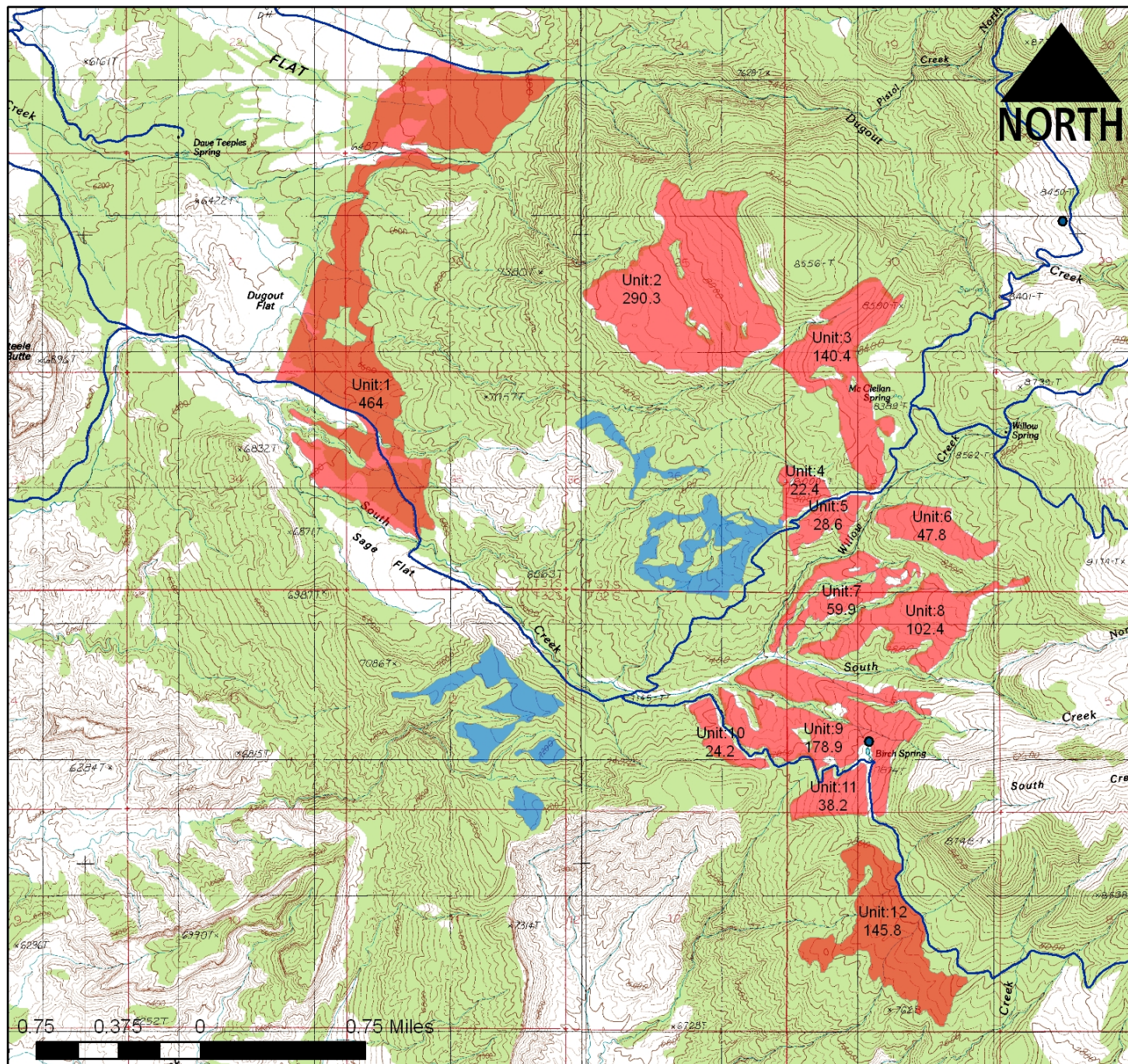
Attach references of the last 3 jobs completed related to this type of work with bid submittal. References should include: Agency/Company work was performed for, contact name, contact telephone number, and brief explanation of work performed. Previous experience with this type of work is mandatory.

Section Chief/Regional Supervisor Approval

Originating Agency Signature (Financial Mgr)

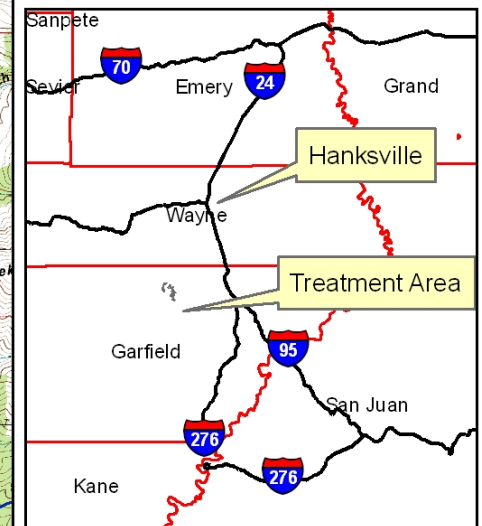
Date

Dugout Flat Lop-Scatter



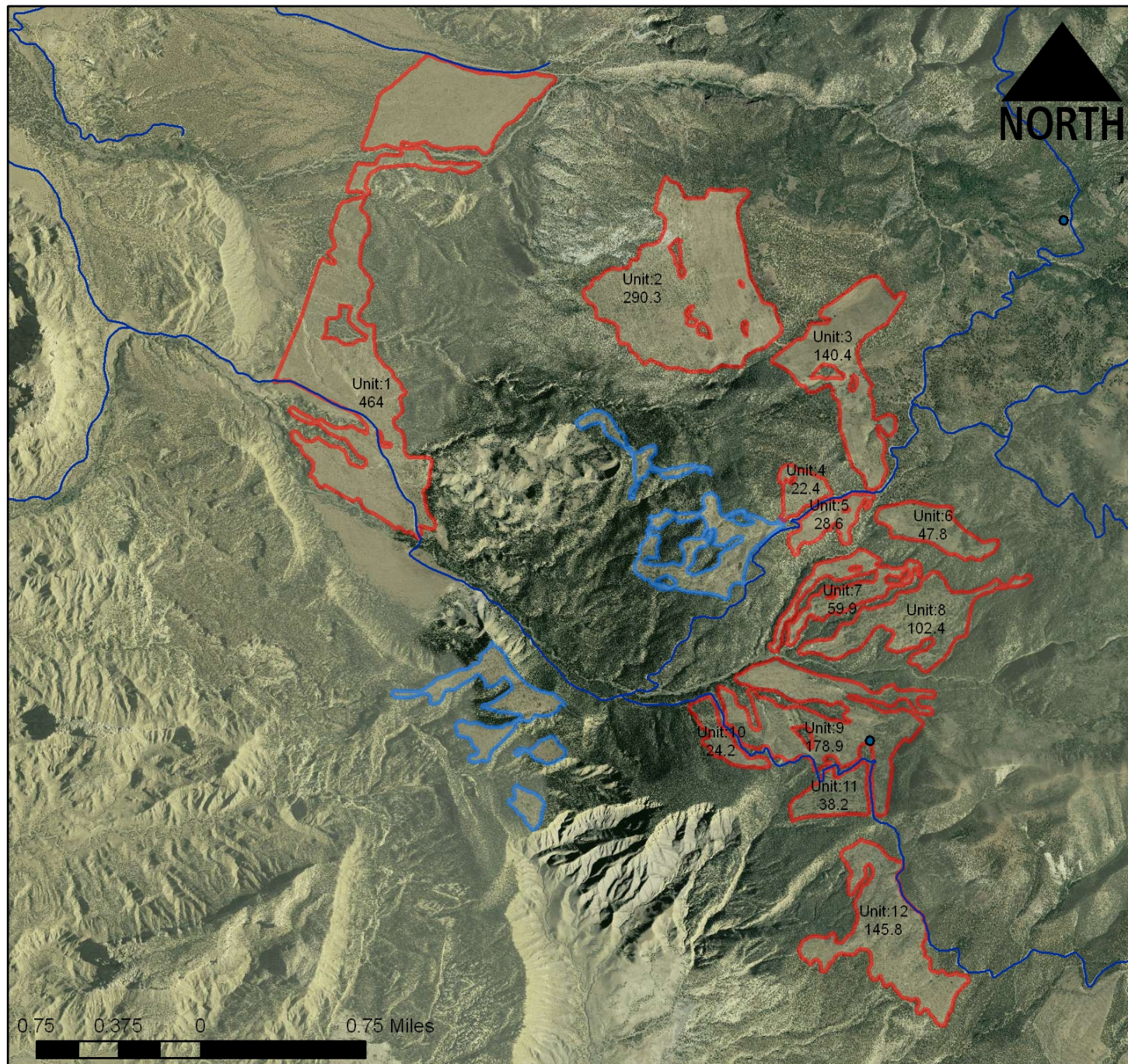
Legend

- Utah_Back_Roads
- Treatment Area
- Cut Complete



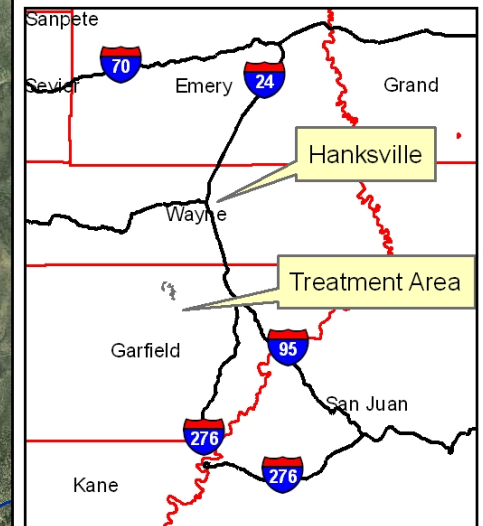
danieleddington@utah.gov
20 July 2009

Dugout Flat Lop-Scatter



Legend

- Utah_Back_Roads
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- Cut Complete



danieleddington@utah.gov
20 July 2009

Question and Answers for Bid #AR10023 - Dugout Flat Lop & Scatter

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Aug 24, 2009 7:00:00 AM MDT